

AGREEMENT FOR LODGING TAX (CIVIC IMPROVEMENT) FUNDS

THIS AGREEMENT FOR LODGING TAX (CIVIC IMPROVEMENT) FUNDS

("Agreement") is entered into the date last below written between the City of Bainbridge Island, a Washington state municipal corporation ("City"), and the Bainbridge Island Chamber of Commerce ("Recipient").

WHEREAS, the Recipient submitted a proposal for Lodging Tax/Tourism funds (Civic Improvement Fund) for tourism marketing, marketing and operations of special events and festivals, and supporting the operations of a tourism-related facility as described in Attachment A ("Proposal"); and

WHEREAS, upon recommendation of the Lodging Tax Advisory Committee and approval by the City Council at its December 13, 2016, meeting, the City has awarded this Agreement to effectuate the Proposal, as described in Attachment A; and

WHEREAS, the Recipient has the expertise and experience to arrange for said services in the Proposal and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Recipient as follows:

1. SERVICES BY RECIPIENT

The Recipient shall arrange for the services as specified in this Agreement and as necessary to accomplish the scope of work described in Attachment A. The Recipient shall arrange for all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement. The Recipient shall execute this Agreement by March 31, 2017, in order to receive funding, and all goods and services specified in this Agreement shall be provided during calendar year 2017.

Recipient shall identify all Proposal activities in promotional and other business materials as having been funded by the City of Bainbridge Island.

2. PAYMENT

A. The City shall pay the Recipient Fifty-Six Thousand Dollars (\$56,000) for all services performed and all approved expenses incurred for the sole and specific purpose of accomplishing the scope of work described in the Proposal, according to the budget approved within Attachment A, in amounts to be billed quarterly.

B. The Recipient shall submit quarterly invoices for services performed in a previous quarter in a format acceptable to the City. Each project and each task within a project shall be the subject of a separate invoice. The Recipient shall maintain time and expense records and provide them to the City upon request.

D. If the services rendered do not meet the requirements of this Agreement, the Recipient shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

3. REPORT ON EXECUTION OF SERVICES

The Recipient shall submit a report on services provided with the final invoice, no later than January 19, 2018. This report should be no longer than two pages long, excluding budget detail, and should follow the outline below:

- Summarize the activities undertaken in providing the work described in Attachment A.
- Reference the project objectives specified in Attachment A. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
- Reference the specific measurable results specified in Attachment A. Were they achieved? If not, what challenges prevented the achievement of the anticipated results?
- Describe involvement of any partners specified in Attachment A, as well as any unexpected cooperative relationships that developed through implementation of the project.
- Reference the project budget specified in the Attachment A. Provide an analysis of actual expenses and income in relation to the projected budget.
- Provide a good faith best-estimate of actual attendance generated by the Proposal in the three categories below:
 - a. Travelers staying overnight in paid accommodations away from their place of residence or business;
 - b. Travelers staying overnight in unpaid accommodations (e.g., with friends and family) and traveling more than 50 miles;
 - c. Travelers for the day only and traveling more than 50 miles.
- Describe the methodologies used to arrive at the good faith estimate of actual attendance numbers described above.

4. INSPECTION AND AUDIT

The Recipient shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Recipient shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Recipient shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Recipient shall provide the City with

appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. INDEPENDENT CONTRACTOR

A. The Recipient and the City understand and expressly agree that the Recipient is an independent contractor in the performance of each and every part of this Agreement. The Recipient expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Recipient, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Recipient shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

B. The Recipient shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Recipient shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Recipient performs hereunder.

D. The Recipient and any subcontractors shall obtain a business license and, if applicable, pay business and occupation taxes pursuant to Title 5 of the Bainbridge Island Municipal Code.

6. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Recipient agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

B. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force until December 31, 2017, unless sooner terminated by either party as provided below.

B, This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Recipient pursuant to this Agreement shall be submitted to the City, and the Recipient shall be entitled to just and equitable compensation at the rate set forth in Section 2 for any satisfactory work completed prior to the date of termination.

8. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

9. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

10. HOLD HARMLESS AND INDEMNIFICATION

A. The Recipient agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees, and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs, and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error, and/or omission of the Recipient, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the Recipient under this Agreement.

B. In the event that the Recipient and the City are both negligent, then the Recipient's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs, and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Recipient, its officers, employees and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Recipient under Washington's Industrial Insurance Act, RCW Title 51, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of the Recipient. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. The City's inspection or acceptance of any of the Recipient's work when completed shall not be grounds to void, nullify and/or invalidate any of these covenants of indemnification.

E. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.

F. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

11. INSURANCE

The Recipient shall maintain insurance as follows:

- ☐ Commercial General Liability as described in Attachment B.
- ☒ Directors and Officers Liability as described in Attachment B.
- ☐ Automobile Liability as described in Attachment B.
- ☐ None.

12. SUBLETTING OR ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Recipient to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Recipient as stated herein.

13. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

14. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

15. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

16. NON-WAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or

condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

17. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City: City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110
Attention: City Manager

To the Recipient: Bainbridge Island Chamber of Commerce
395 Winslow Way East
Bainbridge Island, WA 98110
Attention: Executive Director

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

18. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

20. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

21. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of January 25, 2017.

BAINBRIDGE ISLAND CHAMBER
OF COMMERCE

CITY OF BAINBRIDGE ISLAND

By 

Name REX OLIVER

Title PRESIDENT / CEO

Tax I.D. 91-0653393

By _____

Douglas Schulze, City Manager

IN WITNESS WHEREOF, the parties have executed this Agreement as of January 25, 2017.

BAINBRIDGE ISLAND CHAMBER
OF COMMERCE


CITY OF BAINBRIDGE ISLAND

By _____

Name _____

Title _____

Tax I.D. _____

By  _____
Douglas Schulze, City Manager

Budget for 2017 LTAC Proposal			
	Item	Price	Totals
1	Bainbridge Island Visitors Bureau		
	Staffing (50% of costs, shared with BIDA)	\$9,000.00	
	Marketing materials (50% of costs shared with BIDA)	\$1,000.00	
	Event Representation (50% of costs shared with BIDA)	\$1,000.00	
	Mailing (50% of costs shared with BIDA)	\$1,000.00	
	Miscellaneous Office Supplies (50% of costs shared with BIDA)	\$500.00	\$12,500.00
2	Printing of tourism brochures		
	Printing, paper costs, machine lease, staff time		\$5,000.00
3	Celebrate Bainbridge		
	Marketing, advertising, posters, staff time		\$2,500.00
5	Website Development and Maintenance		
	Maintenance of Website (\$250 per qtr.)	\$1,000.00	
	Staff time to maintain information	\$1,645.00	\$2,645.00
6	Grand Old Fourth of July (50th Anniversary)		
	Marketing, event planning, operations, staff costs, materials		
	Website maintenance,		
	Proposed auxilliary staffing		\$11,059.29
7	Operating a tourism related facility-staffing		
	Supervisory hours	\$2,804.40	
	Staffing Hours	\$14,699.60	\$17,504.00
8	Operation costs of a tourism related facility		
	Total operations costs \$47917.10 @ 10%		\$4,791.71
			\$56,000.00

**CITY OF BAINBRIDGE ISLAND
2017 LODGING/TOURISM FUND PROPOSAL
COVER SHEET**

Project Name: **Bainbridge Island Chamber of Commerce Visitor Information Center**

Name of Applicant Organization: **Bainbridge Island Chamber of Commerce**

Applicant Organization IRS Chapter 501 (c) (3) or 501 (c) (6) status and Tax ID Number:
501 (c) (6). Tax ID Number 91-065339

Date of Incorporation as a Washington State Corporation and UBI Number:
Incorporated in Washington State in 1927 UBI # 603-308-198

Primary Contact: **Rex Oliver**

Mailing Address: **395 Winslow Way E, Bainbridge Island WA, 98110**

Email(s): **roliver@BainbridgeChamber.com**

Day phone: **206-842-3700** Cell phone: **951-532-3001**

Please indicate the type of project(s) described in your proposal:

<input checked="" type="checkbox"/>	Project Type
<input checked="" type="checkbox"/>	Tourism marketing
<input checked="" type="checkbox"/>	Marketing and operations of special events and festivals designed to attract tourists
<input checked="" type="checkbox"/>	Supporting the operations of a tourism-related facility owned or operated by a nonprofit organization*
<input type="checkbox"/>	Supporting the operations and/or capital expenditures of a tourism-related facility owned or operated by a municipality or a public facilities district*

*If the proposal requests funds for a tourism-related facility, please indicate the legal owner of that facility **T & C Northeast LLC**

Project Information

A. Describe the proposed project.

The proposed program/project is the Bainbridge Island Chamber of Commerce Visitor Information Center and the Bainbridge Island Visitors Bureau. This incorporates all aspects of advertising, marketing, website management, social media, event promotion, community promotion, and operation of tourism facilities.

As part of our mission the Visitor Information Center's (VIC) first objective is to greet and inform visitors/tourists of the current events and attractions they will find on the island to enhance their visit and make their stay on the island a memorable experience.

The initial task of greeting is done at the kiosk located at the ferry terminal and in the main office of the Chamber on Winslow Way. Well-trained, knowledgeable staff and volunteers are critical to the delivery of consistent and reliable visitor information and customer service. The Chamber is committed to staffing the ferry kiosk with a core of paid staff supported by volunteers. Under the supervision of experienced chamber personnel, the main chamber offices on Winslow Way are staffed with enthusiastic and knowledgeable volunteers dedicated to providing visitors with the same reliable visitor information and quality customer service as is found at the kiosk.

Another key component of the mission is to "Promote the Community" using advertising, marketing and communication to both visitors and agencies that promote tourism on the Seattle side of the water as well as those who come to visit us from around the world.

To this end it is necessary to maintain:

- o Membership in Visit Seattle (SCVB)
- o Membership in the Washington State Tourism Alliance
- o Membership in the North Kitsap Tourism Consortium
- o Maintaining contact with the Cruise Ship Information Staff
- o Maintaining contact with the Concierges of the hotels in Seattle

A significant part of the mission to "Promote the Community" is to continue to provide an exceptional web presence. The majority of our visitors/tourists find us on Google, Yahoo, Bing, Opera and others. The Chamber has determined through Google Analytics that this past year our web information is as follows:

Visit Bainbridge.com	sessions up 107% over 2015
Grand Old Fourth.com	sessions up 61% over 2015

This points to the fact that most of our visitors are accessing information through digital media. Keeping our website information current and relevant is of utmost importance. These sites provide information for our visitors/guests on topics such as lodging, dining, shopping, recreational activities, culture, history, relocation information and much more. Therefore, several of our projects contain an element of extensive staff time, website maintenance and information updating.

B. Proposed Service(s)

1. The Bainbridge Island Visitors Bureau.

The Bainbridge Island Visitors Bureau will be a partnership of the Bainbridge Island Chamber of Commerce and the Bainbridge Island Downtown Association. The main focus is to reach out to the convention conveners of events planned for Seattle during the shoulder months. By contacting these people one, two or even three years in advance, marketing materials showcasing activities or events on Bainbridge Island, where you can stay, eat, shop, relax will be inserted in the advance convention materials provided to convention goers and their attending partners. The staff person would work for both BICC and BIDA and would report to both execs at weekly meetings. We feel this is the first step to a potential future organization to be called the Bainbridge Island Visitors Bureau.

Maintenance of web site	\$250/ quarter	\$1,000.00
Staff time to maintain information		\$1,645.00

5. The Grand Old Fourth of July

The Grand Old Fourth of July is the largest community event on Bainbridge Island. In 2017 the Chamber will celebrate 50 years of hosting this event. Estimates put attendance at between 25,000 and 35,000 people depending on the weather, and this year because of the 50th, the sky is the limit.

Featuring a Street Fair, a mile-long Parade, Classic Car Show, Beer and Wine Garden, food, Young Artisans Fair, children's activities and entertainment the Grand Old Fourth is a day-long adventure. Over the years this event has become a homecoming for many of our former residents, and a welcoming for those who have chosen to make this their new home. The draw for this event is from people from all over Washington State, the United States and into Canada. This past year our Grand Old Fourth was featured in a British travel magazine as one of the top five best places to experience the Fourth of July in the United States. The Website designed for this event, , is extremely well visited each year. The majority of visitors/tourists and local residents used this to find the information they needed. Schedule of events, locations of activities, parking, to the extent that our volunteers at the chamber office noted fewer numbers of phone calls in comparison to previous years. We continue to use this microsite to provide all the needed information for this event.

Planning, coordinating, marketing, staffing and volunteers all contribute to the success of this event. As was pointed out earlier this website is up 61% over 2015 showing how much more people rely on digital media to provide information.

Marketing materials, event planning, administration/ supervision, operations, hourly staffing costs,
Maintenance, meetings,
Website upkeep, maintenance and ongoing management (Jan to July)
Proposed auxiliary staffing

\$11059.3029

(Volunteer hours during this event 1,000 hours @ \$9.47/hr. valued at \$9,470.00)

6. Operating/Staffing tourism promotion facilities.

The Chamber operates two facilities to meet and greet our visitors/tourists. The main Chamber office on Winslow way is open six days a week, fifty weeks a year. The Chamber also operates the Kiosk at the ferry terminal. This is open seven days a week during the main tourist season from May 1 to September 30. It is opened on weekends during the latter part of the spring shoulder season and the beginning part of the shoulder season in the fall. Under the supervision of experienced chamber personnel, the chamber visitor centers are manned by enthusiastic and knowledgeable staff and volunteers dedicated to providing visitors/tourists with reliable information that is current, relevant and informative. Costs to maintain supervision and staffing are as follows:

Supervision hours:	Shoulder Season	24 weeks	
	High Season	26 weeks	\$ 2804.40

Staffing hours:	Chamber Office:	Shoulder Season	24 wks.	
		High Season	26 wks.	
	Kiosk:	Shoulder Season	24 wks.	
		High Season	26 wks.	\$14,699.60

In-kind Volunteer hours:	Chamber office:	2,000 hours @ \$9.47/hr. =	\$18,940.00
	Kiosk:	1,000 hours @ \$9.47/hr. =	\$9,470.00

2/A - Expected impact in increased tourism in 2017

In 2016, to the end of September, we have seen an increase of 5.5% in the number of visitors/tourists we greeted and counted at both the Kiosk at the ferry terminal and in our office on Winslow Way. Our visitors/tourists come from all 50 States, all Provinces of Canada and over 40 countries from around the world. Visit Seattle has indicated a 3.7% increase in overnight visitors for 2014 and a similar increase projected for 2015 in hotel room bookings (last year for which statistics are available). The biggest challenge for Seattle right now is the need for more hotel rooms. There are ten new hotels with over 3,000 rooms scheduled to be built in Seattle over the next 3 years. Tourism in this region will have a steady growth for the next several years, and Bainbridge by association will reap the benefits of that growth.

2/B - Expected impact on or increase in overnight stays on the island.

The Chamber, in partnership with the Downtown Association, the North Kitsap Tourism Coalition, the Lodging Association and the Bainbridge Island Parks Department is working on promoting or creating events or activities which will increase overnight stays on Bainbridge. Events such as the "Chilly Hilly", "Mocha Tsuki Celebration", "The Quilt Festival", "Spirits and Spirits" and the "Winter Wonderland" will happen during the shoulder season. During the high season, lodging on the island is at or near maximum capacity. We are working on additional events and activities in the off season to increase overnight stays. New programs planned with the Best Western Plus, Bainbridge Island will target those shoulder season times when traffic is lower.

2/C – Projected economic impact on Bainbridge island businesses.

According to Visit Seattle, tourism in the King County region, from which we benefit, \$6.4 Billion was spent by almost 19.2 million overnight visitors. 8.2% of those visitors/tourists were International visitors/tourists. At the state level according to the Washington Tourism Alliance tourism is growing. \$20.7 Billion in annual visitor spending. \$1.8 Billion in state and local taxes collected. 170,500 jobs supporting \$6.4 Billion in earnings. 39.4 Million overnight visitors spending an average of \$214 per person per day. On the island we anticipate a 5% increase in visitors.

2/D – The project's potential to draw visitors to the island and increase overnight stays.

The Chamber partners with groups on the island as well as the North Kitsap Tourism Coalition which will lead to the promotion of shoulder season events and helps to secure their success. The Chamber is working with groups such as the Quilt Guild to promote their fall Quilt display event, and working with the Japanese American Exclusion Memorial Committee on their Mocha Tsuki festival held in the first week of January. The North Kitsap Tourism Coalition is planning to expand its event "Spirits and Spirits" in October. This coming year is also an anniversary year for the Japanese American Exclusion Memorial.

2/E – The applicant's demonstrated history of organizational and project success.

The Chamber of Commerce has been welcoming visitors/tourists to the Island for 90 years since 1927. Dedicated staff and volunteers who take pride in their island have demonstrated year after year the ability to provide accurate, up to date relevant information on behalf of the businesses and services on the island. Working with many organizations on the island, the Chamber has proven to be a willing partner. Keeping up to date with the latest technology and marketing trends has demonstrated our ability to be current and relevant.

A more recent development is the introduction of BI Ride by Kitsap Transit. This is a direct result of the creation of the Frogopper by the Chamber in the 2013 LTAC funding cycle. The creation of The Grand Old Fourth web site is another example of a great success leading to the development of another program, the new VisitBainbridge.com web site.

2/F – Describe any partnerships with other organizations in the proposed project.

The Chamber is proud to have many partnerships with organizations on the island. The Bainbridge Downtown Association, the Rotary Club of Bainbridge Island, the Lodging Association and the Bainbridge Island Arts and Humanities Council are some of the largest groups. The Chamber actively distributes brochures and information for each of these groups to the many visitors/tourists to the island. The Chamber is also pleased to partner with other organizations on

ATTACHMENT B

Insurance against claims for injuries to persons or damage to property arising out of or in connection with the performance of this Agreement by the Recipient, its officers, employees and agents:

A. Commercial General Liability Insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

B. Directors and Officers Liability Insurance with limits no less than \$1,000,000.00 limit per occurrence.

C. Automobile Liability Insurance with limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

Before commencing work and services, the Recipient shall provide to the person identified in Section 17 of the Agreement a Certificate of Insurance evidencing the required insurance. The City reserves the right to request and receive a certified copy of all required insurance policies.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Recipient. The City shall be named as an additional insured on the Commercial General Liability Insurance Policy, with regard to work and services performed by or on behalf of the Recipient, and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.

The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to the City; and (3) shall state that the City will be given at least 30 days' prior written notice of any cancellation, suspension or material change in coverage.



BAINISC-01

HEIDI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sears & Associates, Inc. 115 Hall Brothers Loop NW Suite 109 Bainbridge Island, WA 98110	CONTACT NAME: Tamara Orr	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: tammy@searsandassociates.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty Insurance Co	NAIC # 36161
	INSURER B: Travelers Indemnity Co.	25658
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED

Bainbridge Island Chamber Of Commerce
395 Winslow Way E
Bainbridge Island, WA 98110

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Prod/Comp Ops GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		660592X6160	02/15/2017	02/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA STOP GAP \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		BA5330L535	02/15/2017	02/15/2018	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 2,000 OCCUR CLAIMS-MADE Y/N	X		CUP623H7709	02/15/2017	02/15/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to policy conditions, exclusions and endorsements.

City of Bainbridge Island is Additional Insured as respects their operations with named Insured for the Grand Old Fourth of July.

CERTIFICATE HOLDER

CANCELLATION

City of Bainbridge Island
280 Madlson Ave.
Bainbridge Island, WA 98110

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE